RFP # 11 11025

Issue Date: July 28, 2011 Commodity Code 926 52

RFP for Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study

Request for Proposals (RFP) No. 11 11025 Suffolk County Purchasing Division on behalf of the Department of Planning is Seeking Proposals For Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study

Timeline

Issue Date: July 28, 2011

Site Tour: August 4, 2011 (Non-mandatory) 10:30 am

See Section I, #6

Technical Questions Due: August 11, 2011

Must be submitted in writing (preferably by email) see Contact Information below.

Proposer's Conference: August 18, 2011

(Non-mandatory) 10: 00 AM

Suffolk County Purchasing Office

Proposal Due Date: September 30, 2011

3:30 p.m.

Contact Information

Name: Kathleen C. Koppenhoefer Main Tel. (631) 852-5196
Title: Government Liaison Officer Direct Tel. (631) 852-5463
Suffolk County Purchasing Office Fax: (631) 852-5221

360 Yaphank Avenue, Yaphank, NY 11980 Email: koppenhoefer@suffolkcountyny.gov

Response Package Requirements

- Submissions to be sent to Suffolk County Purchasing Office
- Number of Copies: Original plus 8 copies
 - 1 CD to include Proposal PLUS Fee/Revenue Schedule
 - o CD to be placed in SEALED ENVELOPE containing copies of the Cost Proposal
- The Purchasing RFP No. (located on upper right hand corner of this page) must be on:
 - All outer mailing envelopes/package
 - Original Response and all copies on the binder/cover page
- Original must be labeled "ORIGINAL"
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Fee Schedules, original and required number of copies are to be in a separate, single, sealed packet to be included with the Original Proposal ONLY
- Proposals should be submitted in a tabbed and labeled binder, not permanently bound
- Transmittal letter and all required forms should be placed in First Tab of Binder
- Do NOT return RFP document. This is for you to keep for reference.

Late Proposals Will Be REJECTED

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Note: All required forms may be obtained at www.suffolkcountyny.gov: Click on Bids and Proposals and follow the instructions to register and download the documents

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Section I Administrative Information

Purpose of RFP 1.

The County of Suffolk ("County"), on behalf of the Suffolk County Department ("Department") set forth on page one, invites proposals ("Proposal(s)") from qualified companies ("Proposer") to provide services ("Services"), as described in Section IV, entitled "Technical Services Requirements."

The term Contractor ("Contractor") shall mean the successful Proposer who may be awarded a contract pursuant to this RFP.

2. **Coordinating Departments**

Prior to Award of Contract a.

The Suffolk County Purchasing Office is responsible for coordinating with the Department regarding the issuance of this RFP:

Suffolk County Purchasing Office 360 Yaphank Avenue Yaphank, New York 11980 Main Tel: (631) 852-5196

(631) 852-5221

Contact: Purchasing Office staff member listed on page one of this RFP.

After Award of Contract b.

Fax

- i. The Department is responsible for coordinating with the Suffolk County Attorney's Office and the Contractor regarding the negotiation and execution of the contract.
- ii. The County will execute a contract with the Contractor, based on the Model Contract included in this RFP. Note that the Model Contract is subject to negotiation and revision, based on the Department's needs and the approval of the County Attorney's Office.
- iii. The Proposal submitted by the Proposer to this RFP, as may be negotiated by the Department, will become the basis for the Contract.

After Execution of Contract C.

The Department is responsible for administration of the Contract.

3. **Background Information**

- Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, and a. covers an area of approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.
- b. The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of approximately \$2.6 billion. The County employs approximately 12,000

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employees, with main offices located in Hauppauge, Yaphank, Riverhead, and several smaller locations.

4. Evaluation Committee and Award of Contract

The award of any contract will be made in the best interest of the County. The Suffolk County Department of Law acts as counsel to the County Evaluation Committee, but does not vote in the selection process.

The RFP Evaluation Committee shall include the following:

- a. Suffolk County Legislature Presiding Officer, or his designee; and
- **b.** Suffolk County Executive, or his designees; and
- **c.** The Department Head, or his or her designee, of the Department requesting the RFP.

5. Questions and Comments

a. Administrative Questions

Administrative questions (e.g. procedural questions on how to respond to this RFP) may be submitted by telephone or in writing (fax/email acceptable) to the Purchasing Office staff member listed on page one of this RFP.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this RFP) must be submitted in writing (fax/email are acceptable) on or before the date set forth on page one of this RFP to the attention of the Purchasing Office staff member listed on page one of this RFP. Responses to such technical questions will be developed by the requesting Department and issued by the Purchasing Office in the form of an Addendum to this RFP.

c. No questions or comments should be directed to any County employee or its Contractors or any firm currently in contract with the County regarding this RFP during the RFP process, except as set forth in sub-paragraphs 5.a and 5.b above or as may be requested or permitted by the Suffolk County Purchasing Office and/or the Suffolk County Department of Law. Failure to comply may result in immediate disqualification.

6. Site Tour

A Site Tour (non-mandatory) will be conducted on the date set forth on page one of this RFP. To register, please email: koppenhoefer@suffolkcountyny.gov with Attendees:

- Name
- Company
- Mobile Telephone Number
- Email Address

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Location Meet on Gazzola Drive

Approximately 600 feet north of Gazzola Drive and Atlantic Avenue

East Patchogue, New York 11772

7. Proposer's Conference

A Proposer's Conference (non-mandatory) will be held on the date set forth on page one of this RFP.

Location Suffolk County Purchasing Office

360 Yaphank Avenue Yaphank. New York 11980

8. Due Date for Proposals

Proposals must be submitted to the attention of the Purchasing Agent listed on page one, by 3:30 p.m. on the date set forth on page one of this RFP.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all Proposers.

9. Number of Copies of Proposal

One original, plus such additional numbers of copies as set forth on page one of this RFP of the responses to Sections II, IV and V, are required to be sent to the Suffolk County Purchasing Office.

Note: Section V, entitled "Fee Schedule," is required to be in a **separate**, **sealed envelope**, properly labeled.

Do not submit Proposals that are permanently bound.

10. RFP Policies and Procedures

- a. It is the County's intent to select the Proposer that provides the best solution for the County's needs. In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below in paragraph 11, entitled "Proposal Format." Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process.
- **b.** The Proposer's contract will be in the general format set forth in the Section entitled "Model Contract," but will be subject to final contract negotiations.
- c. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer. The County reserves the right to award negotiated contracts to one or more Proposers.
- **d.** This RFP is not intended, and shall not be construed, to commit the County to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- **e.** The decision to award a contract shall be based on the ability of the Proposer to provide quality and needed services and products and to comply with all applicable laws, rules, and

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regulations, including without limitation the local preference and other Suffolk County local laws referenced in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

- f. The award of any contract will be made in the best interest of the County.
- **g.** Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the above criteria.
- h. While the County is under no obligation to contact Proposers for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County, at the sole discretion of the RFP Evaluation Committee, may elect to interview all or some of the Proposers during the selection process and to request presentations.
- i. Based on the evaluation criteria, the County will not necessarily choose the Proposer(s) with the lowest rates for Services. A competitive range consisting of those Proposals which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.

11. RFP Posted On County Website

This RFP is available on-line at: www.suffolkcountyny.gov: click on Bids and Proposals and follow the instructions to register and download the documents. By registering on-line you will automatically be notified of all future addendums. If you should need assistance, please contact the Purchasing Office for help.

12. Proposal Format

a. Transmittal Letter (one original plus number of copies listed on page one)

A transmittal letter is a letter on the Proposer's stationery. A corporate officer or an authorized agent of the Proposer must sign the transmittal letter. The transmittal letter must state the contact person who will be responsible for answering all questions of the County Evaluation Committee. Include the telephone number, fax number, and e-mail address for such contact person.

b. Suffolk County SCEX Form 22 Contractor's/Vendor's Public Disclosure Statement (3 pages)

SCEX Form 22 is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

A corporate officer, or an authorized agent of the Proposer, must sign one (1) original of form and have it notarized.

Please note that any Proposers who <u>are</u> not-for-profit corporations are <u>not</u> required to complete this form.

c. Suffolk County RFP or Bid Certification Form SCPD-7

This form must be signed by a corporate officer or an authorized agent of the Proposer.

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Form SCPD-7 is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

d. **Living Wage Forms (mandatory forms)**

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

If you answer yes to LW-38, then you MUST answer questions 12 and 13 on LW 1 form.

The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

Lawful Hiring Forms (mandatory forms) e.

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

f. Contractor's Statement of Applicability of Local Preference Law - Section A4-13 of the Suffolk County Administrative Code (Local Preference Law)

Local Preference Law - Section A4-13 of the Suffolk County Administrative Code establishes a preference program for Suffolk County consulting contracts. This preference program requires all contracts for professional consulting services (engineering, architectural, planning, legal, and accounting, etc.) to be awarded to firms located and doing business within Suffolk or Nassau County, except where no local consultant has the necessary expertise or credentials to provide the needed service, or where the local consultant's response to a Reguest for Proposals (RFP) exceeds the otherwise lowest response by more than 10%. The local law contains specific definitions and language relative to application of this law which interested parties should review. The laws of Suffolk County are available free of charge at http://egis.suffolkcountyny.gov/ under the "Search the Laws of Suffolk County" tab.

If applicable, include a statement with the Proposal asserting the applicability of the Local Preference Law. The statement must include the reasons for assertion of the applicability of the Local Preference Law.

Proposer Profile/Response to Questions set forth in the RFP Section entitled "Proposer g. Profile"

Proposer's responses will be used in the County's evaluation of the Proposer's general qualifications.

h. Proposer's Proposed Technical Services/Response to items set forth in the RFP Section entitled "Technical Services Requirements"

This Section will be used in the County's evaluation of the Proposer's proposed technical services.

i. List (if applicable) of Subcontractors

Identify all subcontractors the Contractor plans to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for

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all subcontractors anticipated to be used. Failure to include this information in the Proposal may be grounds for disqualification.

j. Conflict of Interest

Proposers must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, state so. Proposals shall disclose:

- i. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest in acting as a Contractor for Suffolk County.
- ii. Any family relationship that the Proposer or any employee of the Proposer has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- iii. Any other matter that the Proposer believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.

k. Proposer's Fee Schedule - Response to items set forth in the RFP Section entitled "Fee Schedule"

This Section will be used in the County's evaluation of the Proposer's proposed Fee Schedule.

I. Proposals shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each response in a Proposal shall clearly identify the section and paragraph number from the RFP to which it responds.

13. Award Criteria

a. General Qualifications:

40 points

Proposer's history, expertise, experience, reliability, financial viability, and references.

See RFP Section II, entitled "Proposer's Profile" for specific requirements.

b. Proposed Technical Services/Products:

40 points

Strategies, methodologies, services offered by Proposer. See RFP Section IV, entitled "Technical Services Requirements" for specific requirements.

c. Fee Schedule

20 points

Separate sealed envelope. See Section entitled "Fee Schedule Proposal" for specific requirements.

Total 100 points

14. Contract Terms and Conditions

a. Reference is made to the Model Contract set forth in the Section entitled "Model Contract." The Model Contract is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract when executed.

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- b. If the Proposer has a concern or question as regards any of the terms and conditions included in the Model Contract, the Proposer should note such concerns or questions in their Proposal. The Proposal must identify any items relating to the Model Contract that the Proposer requests be negotiated.
- **c.** The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.
- **d.** Portions of the Proposal, as may be subsequently modified in negotiations with the County, may be included as exhibits in any contracts that the County may execute with the Proposer.
- **e.** The County will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal contractor and subcontractors that provide services as part of the Proposal, must be fully disclosed in the Proposal.
- f. The Proposer should not return the Model Contract with the Proposal.

15. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

Proposers are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

16. Non-Responsible Bidder Certification Local Law 25-90

The Proposer, upon submission of his/her or their Proposal, understands that he/she or they will be required to set forth whether or not he/she or they have been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder." Proposers must read and be familiar with the provisions of Suffolk County Code Sections 143-4 through 143-9.

17. Effective Period of Proposals

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time the County has to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the Proposal due date.

18. NYS Freedom of Information Law (FOIL)

All submissions for the Counties' consideration will be held in confidence pending final execution of the contract(s). However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Proposer believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and

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the Proposer wishes such information to be withheld if requested pursuant to FOIL, the Proposer shall submit with its Proposal a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Proposal containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its submission will constitute a waiver by the Respondent of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

End of Text for Section I

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Section II Proposer Profile

1. General Information/Proposer's History

- a. Company name and address.
- **b.** Year company was founded and history.
- **c.** Total number of employees in company, and the number of employees at servicing office(s).
- **d.** Location(s) from which services will be performed.
- **e**. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.).
- **f.** Contact person and title.

2. Qualifications and Experience of Personnel

- **a.** Provide resumes of the account manager and other key staff who will be assigned to this account.
- **b.** For each professional listed above, describe his/her qualifications and provide information regarding:
 - i. Education;
 - ii. Professional licenses and other affiliations (copies of which shall be submitted with Proposals);
 - iii. Number of years engaged in services relating to the services requested in this RFP;
 - iv. Other relevant work experience or qualifications;
 - v. The role each identified person would play.
 - vi. If you intend to use the services of a sub-contractor, please provide all of the above information for such sub-contractor. Note that the County must pre-approve the use of any sub-contractors.
- **c.** Describe other accounts involving similar services. Describe the role and experience of key personnel assigned to other similar accounts who will be assigned to this account.
- **d.** Will temporary staff also be involved? If so, include details of their supervision and training.
- **e.** If you intend to use the services of a subcontractor, please provide all of the above information for such subcontractor. Note that the County must pre-approve the use of any subcontractors.
- In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

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3. Financial Viability

a. Financial Statements

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA and/or internal statements if certified statements are not available or have not been issued within the past 12 months.

b. Indebtedness to County, Liens, and Litigation

Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Proposer. Submit a summary of all litigation, if any, against the Proposer and disposition or outcome of same.

c. Statement Regarding Bankruptcy

If applicable, include a statement disclosing any bankruptcy(ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

4. Client History

Provide a list of all clients for whom you have provided similar services within the last three years. For each client, provide the following:

- a. Client name; and
- **b.** Client address; and
- **c.** Contact name, title, and telephone number; and
- **d.** Description of services provided and time period.

5. References

- **a.** From the list provided in response to paragraph 4, entitled "Client History", provide three client references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.
- **b.** Provide a list of all contracts with the County of Suffolk within the last five (5) years (regardless of type of service), the time period for those services and your primary County contact.

6. Conflicts of Interest and/or Potential Conflicts of Interest

a. Relationships with Third Parties

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County of Suffolk does business with respect to the services required by this RFP. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

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b. Relationships with County Departments/Agencies/Employees

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

End of Text for Section II

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Section III Background Information

1. Regional Setting

Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, and covers an area of approximately 900 square miles, from 20 miles at its widest part to a length of approximately 86 miles.

The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of \$2.6 billion. The County employs approximately 12,000 active employees, with main offices located in Hauppauge, Yaphank, Riverhead and several smaller locations.

Duck farms abounded on Long Island during the majority of the 20th century, and Long Island duck was among the most famous of the world's regionally named products. During the peak production years of the Long Island duck industry, which spanned the 1940s, 1950s and early 1960s, duck farms could be found on almost all the freshwater streams in the Riverhead, Eastport and Moriches areas. By the end of the 1930s, about six million ducks were produced on approximately 90 farms located in Suffolk County. By the late 1940s and early 1950s, the approximately 70 duck farms located in Suffolk County produced about two-thirds of all the duck eaten in the United States. Although production peaked around the late 1950s and early 1960s with the production of 7.5 million ducks per year, the number of active farms declined to 48 by 1963.

Duck farm operations caused dramatic environmental alterations, both on-site and off-site. Extensive landform alterations were made to construct animal pens, feed lots and swim ponds, which were often located directly on or adjacent to streams and coves of the bays. Waste effluent discharges from the farms created thick organic matter deposits, degraded water quality and altered phytoplankton and benthic populations. The significance of the impacts is reflected by the magnitude of the industry and the waste load generated. Effluent waste loadings from the farms in the form of floatables, suspended solids, nutrients and coliform bacteria were huge prior to the required use of treatment technology under water pollution control laws. The legacy of the duck farming industry leaves us today with degraded shoreline sites, altered bay and creek hydrology, and bay bottoms that are soft and oxygen depleted.

Approximately 2,100 acres and nearly 20 miles of shoreline have been utilized for the agricultural production of ducks in Suffolk County during the last century. More than a dozen former duck farms are now publicly owned by the U.S. Fish and Wildlife Service, New York State, Suffolk County, and the Towns of Brookhaven, Southampton and Riverhead. Suffolk County alone owns five former duck farms (total of 425 acres), and shares ownership of three others (total of 67 acres). The former duck farms owned by the County are located on the Peconic River, Sawmill Creek, Mud Creek, Forge River, and Carmans River. Seven additional former duck farm sites are proposed for open space acquisition by Suffolk County. Many other former duck farms have been developed for private residential use. However, a significant amount of former duck farm acreage remains underutilized and available for development. Of the approximately 2,100 acres in Suffolk County that have been devoted to the rearing of ducks:

- 10% are still used by active duck farm operations;
- 22% are inactive duck farm sites available for development (or being used for other animal husbandry activities):
- 30% are publicly owned (23% of which are owned wholly, or in part, by Suffolk County); and

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38% have been redeveloped, primarily for single family residential use.

The use of these properties in the future poses a unique planning challenge. The duck farm legacy has important ramifications for coastal development, open space acquisition, stream corridor/wetland habitat restoration, and marine resource management.

The project that is the subject of this Request for Proposals (RFP) deals with one former duck farm that is owned by Suffolk County, the Gallo Duck Farm, located in Mud Creek County Park, East Patchogue. The ecological value of the natural resources in the Mud Creek Watershed and the high degree of disturbance/degradation that has occurred along the East Branch of Mud Creek, have both been recognized. These factors dictate the need for preparation of this RFP to secure the services of a Contractor to conduct technical work on the project.

The experience gained from this project, about how various habitat restoration options can be implemented at this site to support future parkland use and management goals, can be transferred to other publicly owned former duck farms where restoration projects are targeted in the future. In this sense, the Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study is a case study whose results will be applicable to other locations in Suffolk County, including degraded sites in both public and private ownership located along freshwater streams, tidal creeks, and wetlands that were previously used for duck farms.

2. Gallo Duck Farm History

The establishment and operation of the Gallo Duck Farm, Inc. ("duck farm") on parcels that encompass the East Branch headwaters of Mud Creek had dramatic environmental impacts at the site, and also on the freshwater creek, Robinson Pond and tidal portion of Mud Creek, which is a tributary to Great South Bay, due to the discharge of duck wastes with their high coliform, nutrient, biological oxygen demand and solids content. Suffolk County acquired the duck farm parcels at no cost due to the non-payment of taxes, and has an opportunity to transform a degraded former animal feed lot into an environmental asset.

The Gallo Duck Farm started in 1922, and continued as a family-run business until 1987, when duck production on the farm ceased. A 1966 aerial photo shows the configuration of farm facilities (feedlots, ponds, waste disposal lagoons, structures) at the time of probable maximum level of operation and extent. The area in active use had been expanded over the years to include the areas north and south of the East Branch stream, both to the west and east of Gazzola Drive (a portion of which was used for turkey production). The duck farm was in operation for about 65 years.

The average number of ducks present on the farm at one time was estimated at 70,000 ducks on 11.9 acres of pens in the early 1970s. Up to five crops of ducks were grown per year. At maximum production, 350,000 ducks were grown on the farm each year. Over decades, the many millions of ducks grown on the farm generated an extremely high waste load. (In comparison, the daily generation of N-nitrogen in manure from 70,000 ducks is equivalent to that produced by 25,000 people!) Duck wastes were discharged directly into the East Branch of Mud Creek with no or minimal treatment that reflected the regulatory climate in existence during the period of operation.

The environmental impacts of duck farm operation at the site were extensive (woodland converted into pens and open feedlots; streambed altered to create pond areas for duck use; surface water quality degradation; waste disposal lagoons; offensive odors). From the western boundary of the site, the East Branch stream flows to the southwest through woodland along the north side of Montauk Highway, and

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then joins the West Branch, another tributary to Mud Creek, before entering a culvert under the highway and flowing into Robinson Pond to the south.

Adverse offsite impacts were also very significant due to the high organic waste load discharged to the stream, which was malodorous and very turbid because of the large amount of suspended waste particles. During the period of duck farm operation, large volumes of duck sludge were deposited along the streambed and into Robinson Pond, and water quality degradation (nutrients and coliform contamination) was evident in the tidal portion of Mud Creek and Great South Bay.

The site as it exists today: dilapidated and burned out buildings and sheds; piles of debris/waste; old equipment and machinery; duck pen fencing; pump houses and piping; waste disposal lagoons; *Phragmites* dominated steam bed; stagnant water with low flow; stagnant ponds; earthen berms/dams; old field type vegetation. However, the odors are gone, and the visual appearance of the stream as it leaves the perimeter of the farm is vastly improved; it is now clear of the high turbidity due to cessation of duck farm operation and the passage of time (24 years). A portion of the site located to the west of Gazzola Drive is being used as an equipment yard for a trucking company under a short-term lease arrangement with the County.

An opportunity to restore the environmental attributes of this abandoned and despoiled site now presents itself. After an appropriate inventory and evaluation of site conditions, the following activities may, among others, be appropriate for restoration and rehabilitation: a. removal of structures having no historical significance, old equipment, fencing, pipes and debris; b. grading to fill old waste disposal lagoons and to re-establish the stream bed so as to eliminate stagnant ponding and create wildlife/waterfowl habitat; c. control the invasion of *Phragmites* that has occurred in and along the altered stream corridor; d. planting of native wetland and upland vegetation; e. control of runoff from Gazzola Drive; and f. provision of access facilities for the public in accord with a park restoration and management plan.

3. Capital Project 8710.110 – Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study

Resolution No. 724-2005, which was adopted by the County Legislature on June 28, 2005 and signed by the County Executive on July 1, 2005, amended the 2005 Operating Budget and appropriated \$643,000 for Capital Project No. 8710.110: Study for Mud Creek Watershed Restoration. This funding will enable Suffolk County to conduct the necessary work to inventory site conditions, assess restoration opportunities and develop a recommended habitat restoration plan that will include all final designs, construction cost estimates, and regulatory permits required for plan implementation and construction of recommended restoration actions.

The Suffolk County Department of Planning has been assigned the responsibility to execute Capital Project No. 8710.110. The Suffolk County Department of Planning has its main office at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099.

The County of Suffolk has allotted \$643,000 from the Suffolk County Water Quality Protection and Restoration Program for conduct of the Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study. Other studies have already been conducted under this project, as described in Section III. 9. of this RFP. Funds available for the work to be conducted as described in this RFP total \$600,000.

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4. Project Goal

The overall goal of the Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study is to develop a final, feasible, permitted plan of action to improve wetland and stream habitat conditions that were extensively degraded by the operation of a former duck farm located on a 45.8 acre site in East Patchogue that is now Suffolk County parkland. The final project will complement the protection and management of the entire Mud Creek Watershed north of Montauk Highway. The primary focus will be restoration of fish and wildlife habitat within the riparian (stream floodplain) corridor of the East Branch of Mud Creek, as well as the freshwater wetland, and upland habitats on the former Gallo Duck Farm. Construction activities associated with implementation of the plan will be conducted under a separate capital project in the future, pending a policy decision to proceed with funding such work.

5. Preliminary Site Vision

This plan will consider structure demolition and debris clean-up, landform alteration, restoration of hydrological connections and invasive vegetation control for the freshwater wetland and riparian habitats of the East Branch of Mud Creek, as well as management strategies for the upland grassland and woodland habitats. It will include discussion of park management objectives, and final designs and costs for physical restoration activities. A site master plan will also be devised to guide future use and maintenance of the site. It is expected that the final vision for the site will differ from the preliminary version, pending deliberative conduct of the Tasks outlined in the Technical Services portion of this request.

At the successful completion of the restoration project, the former Gallo Duck Farm site and East Branch of Mud Creek will be a passive public recreation area open to all County residents for the quiet enjoyment of the natural communities and bucolic environs of the park and the watercourse traversing the property. Mud Creek County Park will provide community access to trails, open space, and unique freshwater wetland habitats. All areas of the property will be remediated and meet necessary requirements with regard to toxic and hazardous substance contamination. The County will ensure that the site is secured from encroachment and unauthorized access, including illegal dumping and all-terrain vehicle (ATV) use. The County will foster public appreciation and use of the site by ensuring it is maintained as a safe and clean space for nature study and appreciation. Based on a historic inventory of the remnant farm structures on site, any buildings or resources with historic significance will be preserved for possible use as an interpretive center. The County will capitalize on the site's duck farm history with signs and displays to educate park visitors about the legacy of Long Island duck farming.

Nature trails will meander through the property along a repaired stream corridor. The stream channel geomorphology will be altered to restore hydraulic connections. An ideal outcome would include the extension of the brook trout into the East Branch of Mud Creek, as a result of fish and wildlife habitat and stream conditions that have been restored to reflect those in the West Branch. Stormwater Best Management Practices (BMPs) will be in place to manage runoff from County Road 101, Gazzola Drive, and Montauk Highway, which will improve water quality in the stream on-site, as well as be beneficial to the downstream waters of the tributary. Restoration and native vegetation plantings will also enhance wetland and upland habitats and increase biodiversity. There will be a significant reduction in the presence of on-site invasive species and an effort to prevent re-colonization.

6. Coordination

The Suffolk County Department of Planning will seek the assistance and active input of the Suffolk County Departments of Parks, Recreation and Conservation; Public Works; Health Services; and Environment and Energy during the conduct of the study. The intent is to secure a consensus on

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technically feasible and implementable actions to restore ecosystem conditions in Mud Creek County Park north of Montauk Highway.

Meetings will be convened by the Department of Planning at appropriate times to discuss the progress of work conducted by the Contractor on the study. Such meetings will also include other agencies, such as the U.S. Army Corps of Engineers, NY District; U.S. Fish & Wildlife Service, Long Island National Wildlife Refuge Complex; U.S. Geological Survey; New York State Department of Environmental Conservation, Region I, etc., as appropriate. Outreach efforts will also inform other interested parties, e.g., environmental groups, Trout Unlimited, etc. about the study.

The Department of Planning will maintain and update a website devoted to the Mud Creek Watershed Study. The address of this website is:

http://www.suffolkcountyny.gov/Home/departments/planning/MudcreekDuckFarm.aspx. Reports and other information summarized in Section III. 9. of this RFP have been posted on this website.

7. Watershed Description and Study Boundaries

The Mud Creek County Park (north of Montauk Highway) and Preliminary Focus Study Area Map, which can be accessed on the project website

http://www.suffolkcountyny.gov/upload/planning/pdfs2/mudcreekdf/2011_pdf/mcwfocusmap_re1.pdf, shows County-owned parcels, north of Montauk Highway, that are designated as Mud Creek County Park. It also depicts properties for which acquisition is currently underway, properties proposed for acquisition by the County in planning steps resolutions, properties that are being considered for future planning steps resolutions, and properties owned by the Town of Brookhaven. The Preliminary Focus Study Area for ecosystem restoration, which encompasses the former Gallo Duck Farm site and the East Branch of Mud Creek, as well as portions of the West Branch, is also shown on the map. We anticipate that the restoration activities that are the subject of this RFP will center around the eastern portion of the Preliminary Focus Study Area. Properties within the Preliminary Focus Area are all County-owned.

Additionally, on the project website

(http://www.co.suffolk.ny.us/Home/departments/planning/MudcreekDuckFarm.aspx#photos) there is an inventory of 56 photographs that illustrate site conditions. Most of the photos were taken on April 8, 2011 during leaf off conditions.

8. Project History

Background: Protection and Restoration of the Mud Creek Watershed

In May 2001, the Suffolk County Department of Planning issued a report (*Mud Creek Watershed, East Patchogue, Town of Brookhaven, New York*) to the Suffolk County Legislature that recognized the potential for protecting and restoring habitats in the watershed of Mud Creek. The report contained four recommendations.

- The parcels comprising the former Gallo Duck Farm that were acquired by the County due to nonpayment of taxes should be transferred to the Suffolk County Department of Parks, Recreation & Conservation.
- 2. The County should seek the assistance of the U.S. Army Corps of Engineers to restore degraded habitats at the former duck farm site.
- 3. The County should use the funding potential of the Suffolk County Water Quality Protection and Restoration Program to attract and leverage Federal support for restoration work.

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4. The County should acquire additional parcels so as to connect and create a contiguous, undeveloped area of publicly owned land along Mud Creek from its headwaters to Robinson Pond.

Significant progress has been made on implementing these recommendations. By Resolution Number 488-2001 adopted by the Suffolk County Legislature on June 12, 2001, the subject parcels comprising the 45.8 acre duck farm were transferred to Parks in accord with Recommendation No. 1. With respect to Recommendation No. 4, the County completed a critical open space acquisition of a 30.6-acre parcel containing woodland, old field and freshwater stream habitats in 2002 with an expenditure of \$1,531,730. Additional parcels in the watershed north of Montauk Highway, comprising a total area of 52 acres, were targeted for future acquisition in planning steps Resolution Number 614-2003, adopted by the Suffolk County Legislature on August 5, 2003. In 2006, the County spent approximately \$1.6 million on the purchase of parcels totaling 21.4 acres in efforts to meet this objective. Along with other holdings, Suffolk County now owns 128.7 acres in the Mud Creek Watershed, 100.5 acres of which are located north of Montauk Highway. The status of work completed to implement Recommendations No. 2 and No. 3 and secure the technical and financial assistance of the U.S. Army Corps of Engineers to conduct a large scale habitat restoration project is described in more detail below.

Mud Creek Watershed Section 206 Aquatic Ecosystem Restoration Project

In June 2001, Suffolk County formally requested that the U.S. Army Corps of Engineers initiate an ecosystem restoration study to assess the potential for restoring wetland and stream habitats located in the Mud Creek Watershed. The 45.8 acre site targeted for restoration was the former Gallo Duck Farm. In its request for assistance, the County saw an opportunity to restore the environmental attributes of the degraded area. It envisioned a project that would involve grading activities, restoration of stream hydrological connections, placement of clean fill or removal of fill material, removal of invasive plant material, removal of pipes and other farm structures, and planting of native vegetation to restore wetland and aquatic habitat in the area. Passive use of this County parkland holding would occur after restoration was completed.

In response to the request from Suffolk County, the New York District of the Corps of Engineers initiated work in October 2001 under its "Section 206 Program" to study the potential for habitat restoration at Mud Creek. The Corps completed its reconnaissance report - *Mud Creek Watershed Section 206 Aquatic Ecosystem Restoration Project Preliminary Restoration Plan* - in June 2002. (See Section III. 9. in this RFP.) This reconnaissance phase report was prepared at 100% federal expense. It demonstrated a federal interest in a project that could provide numerous environmental benefits to the aquatic environment and surrounding wetland and upland areas of the Mud Creek watershed, including improvement of habitat for the Heritage population of brook trout currently found in the West Branch of Mud Creek. *The brook trout found here are considered to be of significant genetic importance. The West Branch is the only Long Island stream to support a naturally reproducing brook trout population that has reportedly never been stocked.*

The *Preliminary Restoration Plan* was reviewed and a letter stating the intent of Suffolk County to participate as the local sponsor of the restoration project was sent to the Corps on July 29, 2002. The letter acknowledged the scope of the project as outlined in the Plan.

The New York District began the *Ecosystem Restoration Report* phase of work in January 2004, which included feasibility analysis, and preparation of plans and specifications for consideration by the County. The Corps conducted an interagency/organization scoping meeting to discuss the Mud Creek project in Hauppauge on March 16, 2004. The New York District report distributed at this meeting - *Mud Creek Watershed Section 206 Aquatic Ecosystem Restoration Study Scoping Document* - contained details of the project. (See Section III. 9. in this RFP.) The time required for the New York District to

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complete all work on the project (final ecosystem restoration report; NEPA documentation; plans and specifications; execution of project cooperation agreement with Suffolk County; contract award and construction) was estimated to be four years.

Res. No. 347-2005, signed by the County Executive on April 20, 2005, provided funding in the amount of \$22,000 for the local cash contribution (25%) required for a cost-shared Corps of Engineers project to conduct a regional analysis of the duck farm industry in Suffolk County from both historical and environmental perspectives. This study has been completed, and contains the results of field testing soil and sediment at the former Gallo Duck Farm site. (See Section III. 9. in this RFP.)

Federal interest remains high in advancing the implementation of this project. Unfortunately, the Corps of Engineers subsequently notified Suffolk County that it had to suspend work on the project due to a nationwide federal funding shortfall for the Section 206 Program.

The provision of funding for Capital Project 8710.110 – Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study on June 28, 2005, was previously discussed in Section III. 3. With this action, Suffolk County recognized the need to continue to advance restoration of Mud Creek, based on the merits of the project, despite the lack of continued federal funding from the Corps of Engineers due to other national priorities.

9. Studies Completed

A number of studies have been undertaken for the former Gallo Duck Farm site and the Mud Creek Watershed. The purpose of this section is to present some of the relevant background work that has been completed to date. A summary of each document is included below. Every document can be accessed in its entirety on the website; see the document citations for the web links.

U.S. Army Corps of Engineers, New York District. June 2002. *Mud Creek Watershed Section 206 Aquatic Ecosystem Restoration Project Preliminary Restoration Plan.*

(Appears as Appendix B in U.S. Army Corps of Engineers, New York District and Suffolk County Department of Planning. February 2009. Long Island Duck Farm History and Ecosystem Restoration Opportunities: Suffolk County, Long Island, New York.)

(Full report available at http://suffolkcountyny.gov/upload/planning/pdfs2/rdf/2009/appb.pdf)

The Preliminary Plan was completed by the U.S. Army Corps for the Suffolk County Department of Planning in June 2002. It determined that project tasks would include a study of the baseline environmental conditions of the existing habitats on-site, such as fish surveys, invertebrate surveys, vegetation surveys, and potential avifauna surveys. Sediment and soil type, and water quality would also be investigated, and a cultural resource assessment would be taken for restoration areas. Post-restoration, monitoring of vegetation, aquatic invertebrates, fish, and water quality would continue.

The first phase, Feasibility/Plans and Specs was estimated to cost \$918,680, and the second phase was estimated to cost \$1,394,600, totaling \$2,313,280 for all estimated project costs. The Preliminary Plan estimated that the project could restore up to 1,850 linear feet of the East Branch of Mud Creek and up to 6.6 acres of wetlands.

U.S. Army Corps of Engineers New York District. March 2004. *Mud Creek Watershed Section 206 Aquatic Ecosystem Restoration Study Scoping Document.*

(Full report available at

http://www.co.suffolk.nv.us/upload/planning/pdfs2/mudcreekdf/2011 pdf/mcwscoping052004.pdf)

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The *Scoping Document* detailed past and current conditions and activities at and around the former Gallo Duck Farm, as well as future possibilities for the site. The Army Corps of Engineers determined the following:

The East Branch of Mud Creek is significantly degraded compared to the West Branch. The invasive species, *Phragmites australis*, dominates the streambed, and water quality is impaired due to improper hydrologic connection. The heritage population of Brook trout, forested wetland corridor, and stream channel of the West Branch can serve as a "biobenchmark" for the vision of a restored East Branch.

Gallo Duck Farm, Inc. operated a duck farm on the targeted restoration site for many years. The farm had significant adverse impacts on the aquatic habitat quality of the Mud Creek Watershed due to the waste produced by the ducks during operation. In the 1970s, the Suffolk County Soil and Water Conservation District worked with the Gallo Brothers on a Conservation Plan for the farm to better manage waste and lead to improved water quality.

The duck farm property was acquired by Suffolk County through tax lien procedures, and transferred to the Suffolk Department of Parks, Recreation and Conservation in 2001. The County's goal is to restore the site for passive recreation and to create a contiguous undeveloped area of publicly owned land along Mud Creek and its watershed from its headwaters to Robinson Pond. Suffolk County initiated the joint-partnership Section 206 aquatic ecosystem restoration project for Mud Creek with the Corps through a letter of interest in 2001. In a letter supporting the Preliminary Restoration Plan (2002), the County agreed to act as the non-federal cost-share sponsor. The project will be cost-shared 65% federal and 35% non-federal.

Several preliminary objectives for the restoration of the East Branch of Mud Creek include restoring the natural stream channel form and the hydrologic connection of the East Branch, restoring the aquatic habitat (brook trout) and the forested riparian habitat to mimic West Branch, increasing biodiversity of plant and fish and wildlife, reducing the invasive *Phragmites*, and improving water quality and exploring runoff management. Also, a restoration plan would aim to enhance the habitat of Robinson Pond and consider fish ladder proposal and bottom sediment enhancement, and enhance biodiversity and the habitat of surrounding upland areas. Additionally, developing a master conservation plan for habitat and special-status species, and developing trails, signs, benches, and site access, and increasing public awareness of the watershed importance and the significance of the former duck farm property would support the project.

There are two project design alternatives each for West of Gazzola Drive and East of Gazzola Drive. While the project is not single species focused, the brook trout would serve as an indicator species for several variables of the stream habitat. For East of Gazzola Drive, Alternative 1E would involve *Phragmites* removal and stream channel restoration (contouring and planting). Alternative 2E would create a forested wetland. This would involve removing fill and re-grading to a lower elevation, removing *Phragmites*, and replanting. For West of Gazzola Drive, Alternative 1W would restore the East Branch to similar conditions as the West Branch of Mud Creek, with the main objective of a suitable habitat for brook trout. It involves *Phragmites* removal, re-grading to return the stream to a natural stream-bed in areas that it is piped, re-contouring the stream-bed, and planting. Stagnant ponds would also be re-graded. The old dry settling pits and lagoon could be filled and seeded with grasses, perennial wildflowers, trees, and/or a butterfly garden. Alternative 2W is similar to 1W, but it would focus on re-contouring existing ponds to creating a shallow depth pond for waterfowl and amphibian habitat. The project would also investigate Robinson Pond to determine if water quality is still affected from the farm operation. There could be a no-action plan or dredging to remove sediments. Road runoff management could be explored to enhance the water quality and brook trout habitat of the pond.

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Success can be determined by the achievement of a functional stream channel, in-stream aquatic habitat diversity, an increase in plant diversity and wildlife usage of the site, enhanced habitat quality in Robinson Pond, a restored upland area, and public outreach and sustainable use of the area by the public.

Nelson, Pope & Voorhis, LLC. December 2007. Phase I Environmental Site Assessment: Former Gallo Duck Farm Property, East Patchoque, NY.

(Full report available at

http://www.co.suffolk.ny.us/upload/planning/pdfs2/mudcreekdf/2011_pdf/mcwphaseiesa.pdf)

Nelson, Pope & Voorhis, LLC (NPV) was duly selected by the Department of Planning after competitive procurement to perform a Phase I Environmental Site Assessment of the former Gallo Duck Farm property located on Mud Creek in East Patchogue, NY. Field inspections of the 35 acre site, records review, and interviews were conducted by the consultant to determine if potential environmental or public health concerns were present.

The environmental assessment report revealed evidence of recognized environmental conditions in connection with the subject property. It was recommended that the four underground fuel oil storage tanks (three 1,500 gallon and one 550 gallon) and two underground gasoline storage tanks (550 gallons each) be registered with the SCDHS and removed under the auspices of SCDHS personnel or, if not removed, the soil surrounding the tanks should be sampled and analyzed for the presence of volatile and semi-volatile organic compounds to determine if a prior release had occurred. It was further recommended that the NYSDEC be contacted to report a spill for the numerous areas of staining in and around the storage yard/workshop building utilized by the current tenant for the operation of a trucking business.

NPV stated that the old buildings, which are in deteriorated condition, should be razed and removed from the property to prevent them from collapsing and possibly injuring someone. If the buildings are to be demolished, an asbestos survey should be completed in accordance with the NYS Department of Labor Industrial Code 56 to determine if any asbestos containing materials are present.

Soil samples should be taken from the aeration/settling basins, as well as from around the buildings that housed the ducks, and analyzed for the presence of Histoplasma Capsulatum. The large pile of soil located in the northwestern portion of the property should be sampled to determine if any elevated concentrations of volatile and semi-volatile organic compounds or metals are present.

If the on-site well is no longer going to be utilized, it should be properly abandoned in accordance with State and local requirements. The two above ground storage tanks (250 gallons each - located adjacent to the workshop), old trucks, boats, car, truck batteries, drums and pails should be removed from the property and disposed of properly. If any staining is observed beneath the vehicles, drums and pails, soil sampling should be completed or the stained soils should be removed and disposed of properly. All existing cesspools and subsurface drywells should be located and backfilled to prevent a health hazard.

Nelson, Pope & Voorhis, LLC. May 2008. Phase II Environmental Site Assessment: Former Gallo Duck Farm Property, East Patchogue, NY.

(Full report available at

http://www.co.suffolk.nv.us/upload/planning/pdfs2/mudcreekdf/2011 pdf/mcwphaseiiesa.pdf)

Nelson, Pope & Voorhis, LLC (NPV) was duly selected by the Department of Planning after competitive procurement to perform a Limited Phase II Environmental Site Assessment of the former Gallo Duck

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Farm property located on Mud Creek in East Patchogue, NY. The Phase II assessment report addressed the recognized environmental conditions that were identified in the Phase I Environmental Site Assessment prepared by NPV dated December 20, 2007, and also determined what, if any impact on-site activities have had upon the environmental quality of the subject property.

Headspace analysis was performed on the soil samples acquired from each of the soil probe nodes installed around the six (6) underground storage tanks in order to provide precursory data regarding hydrocarbon contamination. Results of this analysis were used to adjust the sampling and analysis program to yield the most accurate and representative results. No significant hydrocarbon soil-vapor levels (>100 ppm) were obtained from any of the samples collected with the exception of the 12'-16' samples retrieved from around gasoline storage tank GT2. Laboratory analysis performed on the samples collected from around the underground fuel oil storage tanks located on the subject property did not detect any concentrations of semi-volatile organic compounds. Laboratory analytical results for the samples collected from the soils surrounding the eastern gasoline storage tank (GT-2) detected the presence of three (3) volatile organic compounds which exceeded their respective NYSDEC TAGM 4046 soil cleanup objectives. The analytical results for the western tank did not reveal the presence of any volatile organic compounds. Based on those results, the NYSDEC was contacted to report a spill incident. As a result, it was determined that the underground storage tank identified as GT-2 had to be removed, and all impacted soils needed to be excavated and disposed of at an appropriate facility. In addition, it was recommended that all of the underground storage tanks be removed in order to prevent a future release from occurring.

The laboratory analysis performed on the composite soil samples collected from the former duck house buildings and water retention basins did not detect the presence Histoplasma capsulatum in any of the samples. Based on those results, no further investigation of the areas sampled was recommended with regard to potential Histoplasma capsulatum contamination.

The laboratory analysis performed on the soils retrieved from each of the soil piles did not detect the presence of any volatile organic compounds in any of the samples collected. With regard to metals, only barium, lead and chromium were detected, but none of the levels were found to exceed their respective NYSDEC recommended soil cleanup objectives. Several semi-volatile organic compounds were detected in each of the soil pile samples, but only detections from SP-2 and SP-3 were found to exceed their respective NYSDEC recommended soil cleanup objectives. Based on those results, it was recommended that the two (2) soil piles be removed from the subject property and disposed of at an appropriate facility.

Fenley & Nicol Environmental Inc. October 2008. *Underground Storage Tank Closure Report:* Former Gallo Duck Farm Property, East Patchogue, NY.

(Full report available at

 $\underline{\text{http://www.co.suffolk.ny.us/upload/planning/pdfs2/mudcreekdf/2011_pdf/fnunderstoragetankcl102008.p} \\ \underline{\text{df}})$

Fenley & Nicol Environmental Inc. (F&N) prepared an Underground Storage Tank Closure Report for the Suffolk County Department of Public Works, dated October 1, 2008. Prior to the F&N report, a Phase I and Phase II environmental site assessment was performed at the site by an agent of the Suffolk County Department of Public Works [Nelson, Pope and Voorhis, LLC]. Phase II resulted in the discovery of soil with elevated volatile organic compounds (VOCs). The New York State Department of Environmental Conservation (NYSDEC) was notified and spill number 08-01293 was assigned. The scope of work is summarized below.

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An assessment of under and above ground storage tanks was performed in accordance with the regulatory requirements of the United States Environmental Protection Agency Underground (USEPA) Storage Tank (UST) regulations 40 CFR, Part 280, and the New York State Department of Environmental Conservation (NYSDEC) Spill Prevention Operation Technology Series No. 14, May 15, 1991 (SPOTS 14).

Two (2) inactive 550 gallon gasoline USTs were excavated and removed on September 19, 2008. Mr. Walter Petrule of the Suffolk County Department of Health Services (SCDHS) was on site during the extractions.

The UST (Tank #1) involved in the spill case was cut, cleaned, and left on site for inspection by the NYSDEC case manager, Ms. Jennifer Pitkewicz. Ms. Pitkewicz instructed that the depth of Tank #1 excavation be increased due to the open spill number.

A total of ten (10) endpoint soil samples were collected from within the two excavations. Samples were inspected by Mr. Petrule and sent to York Analytic Laboratories, Inc. (ELAP No. 10854) for analysis. Side wall samples were analyzed for the presence of VOCs via EPA Methods 8260, and bottom samples were tested for the presence of fuel oxygenates via EPA Method 8260B.

F & N recommended no additional work be performed relating to the two (2) USTs. The report was copied to NYSDEC with a request that spill number 08-01293 be closed and a "No Further Action" letter be issued to the site. The letter was issued by the NYSDEC on January 9, 2009, and it can be found at the end of this closure report by accessing the above link.

Fenley & Nicol Environmental Inc. March 2009. *Underground Storage Tank Closure Report:* Former Gallo Duck Farm Property, East Patchogue, NY.

(Full report available at

http://www.co.suffolk.ny.us/upload/planning/pdfs2/mudcreekdf/2011_pdf/fnunderstoragetankcl032009.pdf)

Fenley & Nicol Environmental Inc. (F&N) prepared an Underground Storage Tank Closure Report for the Suffolk County Department of Public Works, dated March 31, 2009. Prior to the F&N report, a Phase I and Phase II environmental site assessment was performed at the site by an agent of the Suffolk County Department of Public Works, Nelson, Pope and Voorhis (NPV).

All tanks on site were registered with the Suffolk County Department of Health Services (SCDHS). An assessment of under and above ground storage tanks was performed in accordance with the regulatory requirements of the United States Environmental Protection Agency Underground (USEPA) Storage Tank (UST) regulations 40 CFR, Part 280, and the New York State Department of Environmental Conservation (NYSDEC) Spill Prevention Operation Technology Series No. 14, May 15, 1991 (SPOTS 14).

Two (2) inactive 1,000 gallon heating oil USTs and two (2) inactive 550 gallon heating oil USTs were excavated and removed, and one (1) 275 gallon heating oil above ground storage tank (AST) was removed on February 9 and 10, 2009. Mr. Walter Petrule of the Suffolk County Department of Health Services (SCDHS) and an F & N geologist inspected the tanks.

Twenty (20) endpoint soil samples were collected from within the four (4) UST excavations. None were taken from around the AST. Samples were inspected by Mr. Petrule and sent to York Analytic Laboratories, Inc. (ELAP No. 10854) for analysis. They were analyzed for the presence of VOCs and SVOCs via EPA Methods 8260 and 8270, respectively.

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Based on field observation and the laboratory data F & N recommended that no additional work needed to be performed at the site relating to any of the USTs or ASTs removed from the site.

Kozlowski, Gregory. July 2001. *Mud Creek Brook Trout*. New York State Department of Environmental Conservation, Bureau of Fisheries.

(Full report available at

http://www.co.suffolk.ny.us/upload/planning/pdfs2/mudcreekdf/2011_pdf/nysdecmcbrooktroutsur.pdf)

This report explains that Mud Creek is significant because it is the only Long Island stream system where brook trout are naturally reproducing and the NYSDEC does not have any records of brook trout ever being stocked into the system. Other streams have reproducing trout, but they have all been stocked at some point. The Heritage Brook Trout Project reported that Mud Creek brook trout evolved in isolation from other river basin strains in New York, and is classified as a heritage strain brook trout. The report also concluded that the genetic diversity found in heritage strain brook trout is substantial and their protection should be a high priority.

The DEC Region 1 Bureau of Fisheries conducted electrofishing surveys of Mud Creek on August 1, 1985, September 26, 1993, and June 26, 2001. The purpose of the 1985 survey was to collect brook trout for genetic testing. In the 1993 survey, fish were removed for stocked in the Peconic River. The purpose of the 2001 survey was to remove trout for display at the Cold Spring Harbor Fish Hatchery and Aquarium. During the 2001 survey, it was noticed that several storm drains along Montauk Highway appeared to discharge directly into the wetland on the north side of the highway. There were also two storm drains that discharged directly into Mud Creek where it flows under Montauk Highway. It was recommended that the drains be analyzed to see if improvements can be made to the system.

U.S. Army Corps of Engineers, New York District and Suffolk County Department of Planning. February 2009. Long Island Duck Farm History and Ecosystem Restoration Opportunities: Suffolk County, Long Island, New York. Appendix C. "Hazardous, Toxic and Radioactive Waste Sampling Report."

(Full report available at http://suffolkcountyny.gov/upload/planning/pdfs2/rdf/2009/appc.pdf)

Staff from the Suffolk County Planning and Health Departments and the U.S. Army Corps of Engineers, New York District (District) conducted sediment sampling on December 12 and 19, 2006 at the former Gallo Duck Farm. Eight (8) cores, two (2) sediment samples from Robinson Pond, and one (1) surface composite grab from Mud Creek in the vicinity of the former duck farm were collected. The samples were sent to the Fort Monmouth Environmental Laboratory (FMEL) in Fort Monmouth, New Jersey for analysis. They were evaluated using the New York State Department of Environmental Conservation "Technical Administrative Guidance Memorandum" (TAGMs). All of the samples were tested for Kjeldahl Nitrogen, Total Phosphorous, Total Organic Carbon, and Total Solids Percent. Two of the sediment samples taken at Mud Creek on the former duck farm were analyzed for E-Coli. All upland samples were also analyzed for Volatile Organics, Semi-Volatile Organics, Pesticides, Polychlorinated Biphenyls (PCBs), and priority pollutant metals.

Acetone was detected in five of the samples in concentrations higher than the TAGM guidelines. Acetone is not an expected contaminant from duck farming activities, and it was concluded that the most likely source of the presence of Acetone might have been lab influenced. All samples indicated levels of semi-volatile organic compounds (SVOCs) above TAGM criteria. These included SVOCs from the phthalate group, which are chemicals used mainly as plasticizers. A history of the site does not indicate the use of plasticizers, and so it was assumed that the detection of phthalates was introduced by the sampling gloves. Tentatively Identified Compounds (TICs) found in the samples were

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compounds that are not usually detected. Further analysis into the past site activities might provide insight. Pyrene was also detected in one sample. It is used commercially to make dyes, pesticides, pharmaceuticals, and plastics. No pesticides or PCBs were detected. Arsenic was detected in three samples below the TAGM threshold. Beryllium was detected in two samples at below the TAGM threshold, indicating it was likely naturally occurring. Cadmium was detected in four samples. One of the samples exceeded the TAGM threshold. Chromium was detected in nine samples; two samples exceeded the TAGM threshold. Copper was detected in all samples below the TAGM threshold. Lead was detected in eight samples. The presence of lead was thought to come from natural deposits in the soil. Nickel was detected in seven samples. One sample was above the TAGM threshold; nickel plays many roles in the biology of microorganisms and plants, which may explain that concentration. Silver was detected in low concentrations in two samples. It was concluded that it might be naturally occurring. Zinc was detected in four samples below the TAGM limit. It was concluded that it also might be naturally occurring. Kjeldahl Nitrogen is measured according to the laboratory's Reporting Limit (RL). All the samples exceed the RL. Phosphorus is also measured by the RL. All samples tested for above normal concentrations. All except for two of the samples exceeded the RL for Total Organic Carbon concentration. Percent solids in the samples ranged from 48.89% to 94.95%. Two samples indicated the presence of E-Coli, but not in the amount of colony forming units (CFUs).

The laboratory analysis of the sediment samples from the former duck farm indicated that the duck farming operation impacted the biological balance in the vicinity of the site. The metals detected may be indicative of naturally occurring metals in the soil, and the SVOCs could be attributed to chemicals introduced by the samples gloves.

U.S. Army Corps of Engineers, New York District and Suffolk County Department of Planning. February 2009. Long Island Duck Farm History and Ecosystem Restoration Opportunities: Suffolk County, Long Island, New York. Appendix A. "Long Island Duck Farming History." (Full report available at http://suffolkcountyny.gov/upload/planning/pdfs2/rdf/2009/appa.pdf)

This report pertains to the former Gallo Duck Farm, and offers history of duck farming on Eastern Long Island. There are some photographs of the Gallo Duck Farm in operation, as well as a copy of the Conservation Plan for the farm from 1977. The section also includes a transcript of an interview that was conducted on November 21, 2007, with Louis and Mike Gallo, former owners and operators of the Gallo Duck Farm.

U.S. Army Corps of Engineers, New York District and Suffolk County Department of Planning. February 2009. Long Island Duck Farm History and Ecosystem Restoration Opportunities: Suffolk County, Long Island, New York. Appendix D. "Duck Farm Industry and Impacts Report." (Full report available at http://suffolkcountyny.gov/upload/planning/pdfs2/rdf/2009/appd.pdf)

This report details the impacts to the Eastern Long Island region that have resulted from duck farming. This section places the former duck farm and the Mud Creek Watershed into a regional context.

Suffolk County Department of Health Services. February 2008. Water Quality Trends at Selected Streams Impacted by Duck Farm Operations.

(Full report available at

http://www.co.suffolk.ny.us/upload/planning/pdfs2/mudcreekdf/2011_pdf/mcwwatertrendsstudy022008.pdf)

This report was prepared in response to a request from the Suffolk County Department of Planning for an analysis of the water quality of streams impacted by duck farms. The Suffolk County Department of Health Services (SCDHS) looked at a number of tributaries affected by various duck farms on Eastern

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Long Island, including Mud Creek and Robinson's Pond. Historical sampling data had been collected by the SCDHS Office of Water Resources (OWR) from 1970-1999 as part of their routine stream sampling program and by the SCDHS Office of Ecology from 1976-2006 under different environmental management programs. Additional sampling was conducted in Mud Creek and Robinson Pond in 2006 to provide data for the Suffolk County Planning Department/U.S. Army Corps of Engineers restoration study.

During operation, the former Gallo Duck Farm discharged into Mud Creek, which is a tributary of the Great South Bay. From 1970-1973 samples were collected in Mud Creek north of Robinson's Pond (station 216-15), and from 1973 to 1997 samples were collected at the south end of Robinson's Pond (station 216-5) by the SCDHS OWR. Additional samples were collected at five locations (stations 1-5) in 2006 at the request of the Suffolk County Planning Department. Station 1 is located near to OWR station 215-15, station 2 is in the West Branch of Mud Creek, station 3 is in the East Branch, and stations 4 and 5 are located in the vicinity of the former duck farm. Data from both OWR sites indicated a clear decline in nitrogen levels from the mid 1970s through the 1990s. Samples collected in 2006 at station 1 showed that trend continuing. The decreasing nitrogen levels were mostly due to decreases in ammonia concentrations in the early 1980s following the end of operations at the duck farm. At the five stations sampled in 2006, nitrogen levels consisted mostly of inorganic nitrogen. The highest NO_x levels were recorded in the East and West Branches of Mud Creek, which were likely associated with groundwater and/or septic inputs. Phosphorus levels also seemed to indicate a declining trend in Mud Creek/Robinson Pond from the mid-1970s through the 1990s. 2006 samples showed the highest phosphorus levels at station 5, with average concentration decreasing with further downstream samples. Coliform levels declined from the mid 1970s through the 1990s. Samples collected in 2006 revealed occasionally elevated coliform levels in Mud Creek, but results indicated that this was due in large part to storm water runoff, as they were seen following rain events. It should be noted that due to the fact that limited samples were taken over a relatively long period of time, the significance of all of the trends is questionable. Historic dissolved oxygen measurements were only taken at the Robinson's Pond station (216-5). No trends were apparent. In the 2006 samples, ample dissolved oxygen concentrations were found at stations 1, 2, and 3. At stations 4 and 5 in the vicinity of the former duck farm, seven of the eight measurements were below the NYS standard.

The monitoring data available for streams is generally limited; therefore the significance of the trends is uncertain. However, a similar pattern to what was observed in Mud Creek samples appeared in the other streams formerly impacted by duck farming. In general, it appears that water quality improved following the cessation of nearby duck farming activities.

Suffolk County Department of Planning. June 2010. Robinson Duck Farm County Park Habitat Restoration Feasibility Study.

(Full report available at

http://www.suffolkcountyny.gov/upload/planning/pdfs2/rdf/2010/final%20task%206%20report1.pdf)

This study assessed the potential for restoring extensively degraded freshwater/tidal wetland, oak-pitch pine forest, successional old field and heathland habitats that reflect the operation of a former duck farm located on the 87-acre site in South Haven that is now the Robinson Duck Farm County Park. The report includes proposed concept plans for habitats and visitor facilities that are buttressed by technical guidance, and a menu of various options that can be used to select and implement restoration actions in the future at this park, which is surrounded by the 2,550-acre Wertheim National Wildlife Refuge (Former duck swim ponds and waste disposal lagoons/settling pits occupy the area along the eastern boundary of the County park, and have been classified for the most part as freshwater wetlands. The Carmans River proper is adjacent to, but not within the park boundary.). These actions will allow sustainable ecological communities of native plant and animal species to thrive and enhance

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public access to the park and the enjoyment of a complex mosaic of natural habitats. The report also contains an Inventory of Environmental Conditions and a Phase II Environmental Site Analysis.

End of Text for Section III

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Section IV Technical Services Requirements

1. Overview

The Contractor will be responsible for all work described below under Tasks 1 through 15.

The response of the Proposer should include a description of the methodology to be followed in order to conduct the work under each task. This description should include, but not be limited to, existing data and information sources that will be queried and used; studies that must be conducted to fill important data and information gaps; the analytical approach to be taken with respect to data management and manipulation within the realm of Geographic Information System ("GIS") use; and anticipated content and format of all task deliverables.

The response of the Proposer should include a schedule of services with approximate start and end dates for each task. The final Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study shall be completed within three years after the contract for conduct of work is executed by the Contractor and the County.

The Contractor shall provide editable electronic versions of all documents, i.e., compact discs (CDs) compatible with Microsoft Office 2010 software that contain all original text, photos, and database files, including all raw data incorporated into tables, figures, etc. (This requirement applies to all tasks.)

All GIS coverages shall be obtained, developed and/or digitized by the Contractor. The Contractor shall provide the designated number of copies of the maps on CD in both GIS format and PDF formats. The work shall be compatible with ESRI's ArcGIS10 and ArcMap 10.

The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all reports, surveys, maps, drawings, photographs, and other required services. The Contractor shall, without undue delay and without additional compensation, correct or revise any errors or deficiencies found by the County. All technical personnel, e.g., engineers, used in connection with the execution of this contract, must possess all appropriate professional licenses as issued by the State of New York and/or other municipal entities.

2. Minimum Requirements for Technical Services Proposals

a. Understanding of the Project

The Proposal must include a statement of work that describes the Proposer's understanding of the Project. The Proposer is expected to discuss its understanding of the proposed "Scope of Work." The statement of work must address the following points:

- i. The complexity, challenges and problems involved in performing the work.
- ii. Approach and philosophy for dealing with problems.
- iii. Experience dealing with key issues.
- **iv.** Any additional issues or matters relating to the "Scope of Work" which the Proposer wishes to address.

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b. Key Personnel and Staffing

Key personnel identified in the Proposal will be expected to remain assigned to the Project for the term of the Contract. Requests for a change in key personnel assignments during the term of the Contract must be approved in advance, in writing, by the County. The Proposal should also include a discussion that outlines staffing levels/man-hour requirements that should be expected on the County level to support the implementation and day-to-day operation of the system. This information will be a recommendation only for discussion purposes. The Proposer should describe other potential burdens that may be placed on the County as regards the servicing of the account.

c. Subcontracts

Services that are to be subcontracted must be clearly defined in the Proposal. The Contractor retains responsibility for all acts and omissions of the subcontractor. The Contractor must obtain the prior approval from the Department for all subcontracts.

The Department may require that subcontracted activities be provided under the terms of a three-party agreement between the Contractor, the Department and the subcontractor.

3. Technical Services Specifications (Detailed Scope of Services)

a. Task 1 – Literature, information and data search.

The Contractor will inventory, summarize and assess available reports, information sources and databases applicable to Mud Creek County Park and the Preliminary Focus Study Area, from any and all sources, including the reports that have been summarized in Section III. 9. of this RFP, and posted on the project website; and agency programs, e.g., NYSDEC Freshwater Wetlands Maps, FEMA Flood Insurance Rate Maps; New York Natural Heritage Program descriptions of fauna/flora; Suffolk County Department of Parks, Recreation and Conservation; Suffolk County Department of Public Works; Suffolk County Department of Environment and Energy; Suffolk County Department of Health Services; U.S. Geological Survey, etc. The extent of available information and data, and its significance to the successful completion of Tasks 2 to 14 in this study will be evaluated. Conclusions and recommendations as to the need to conduct additional surveys and studies of site and environmental conditions, required for the successful completion of the project will be prepared by the Contractor, and provide the basis for work conducted under Task 4 and subsequent tasks. A portion of this task should also be devoted to identification and discussion of existing development located in the immediate vicinity outside the Preliminary Focus Study Area that influences conditions within the Preliminary Focus Study Area, e.g., nursing home STP, and other discharges.

Deliverable: Technical report containing an inventory of data and information sources; summaries and presentation of data and information collected in tabular and map formats, as applicable; an analysis of shortfalls in the available information on the watershed and Focus Study Area; and recommendations for conduct of work needed to fill data and information gaps that must be addressed to successfully complete this project.

b. Task 2 – Determine Final Focus Study Area boundary.

The Contractor will prepare a map(s) of Mud Creek County Park and Preliminary Focus Study Area boundaries that will show/include all those locations that will be investigated in more detail

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during conduct of work, i.e., the duck farm proper and other critical sites. It is expected that several draft versions of the map(s) will be needed to show alternative boundary configurations and discuss related scopes of potential restoration actions with Suffolk County. The County will determine the final boundary of the Focus Study Area. The Contractor will then prepare a suitable map(s) showing the location of same.

Deliverable: Final Mud Creek County Park and Focus Study Area boundary Map(s).

C. Task 3 - Base map(s).

The Contractor will develop standard map layouts and formats that will be used for all maps created throughout the project. Complete and appropriate cartographic and data source information must conspicuously appear on all such maps. After map layouts/formats have been approved by the County, the Contractor shall create a project base map(s) that shall include Mud Creek County Park boundaries, recent digital rectified aerial photography, and other information as needed. Variations in the base map(s) created will be used in preparing other map-related deliverables in subsequent project tasks.

Deliverable: Final project base map(s).

d. Task 4 – Inventory, locate and map habitats, man-made alterations and site conditions in the Focus Study Area and Mud Creek County Park.

The historical use of the Gallo Duck Farm site has led to various physical and environmental alterations. In order to effectively plan for future site restoration, all existing features and conditions, both natural and anthropogenic, must be identified and mapped. Features to be identified and discussed include, but are not limited to:

- intact structures;
- structure remains;
- debris, equipment, tanks, etc.;
- old vehicles;
- berms, duck swim ponds, waste disposal lagoons;
- standing water, water control structures, piping, ditches and channels;
- vegetation;
- natural habitat condition, value and boundaries, including fresh water wetlands, woodlands and grasslands:
- areas subject to recent topographical change; and
- groundwater and surface water quality.

The scope of this task should also include the East Branch and West Branch of Mud Creek to the extent necessary to conduct the work under this project. Hence, this task also includes a groundwater and surface water quality component. The Contractor should obtain historical data on water quality from the Suffolk County Department of Health Services and other sources, and prepare an analysis that characterizes water quality conditions and the significance of same relative to this project.

The Contractor will also consult with the Suffolk County Department of Parks, Recreation and Conservation to obtain any Historic Trust information on remaining structures located on the former duck farm site, to ascertain any potential historical value.

The Contractor will assemble available information on the site, as well as conduct on-site field inspections to collect the data and information required to conduct this task. Data and information must be converted into an appropriate format(s) to enable their display on project base maps.

Deliverable: Comprehensive report that catalogues, describes and maps all site and watershed features and conditions. The report should include methodology discussion and documentation of sources used.

e. Task 5 – Analyze conditions and identify alternative site specific restoration objectives.

The Contractor will utilize the results of previous tasks and reports to identify restoration objectives in the Focus Study Area. The following list of generic restoration objectives provides a starting point for deliberation.

- Remove debris, junk, remnant farm structures, old buildings of non-historical significance, etc., from the site.
- Remediate any remaining contaminated areas, as necessary.
- · Restore natural habitats on the site.
- Restore fish and wildlife habitat conditions on the East Branch to higher quality as exemplified by those in the West Branch:
 - restore natural stream channel geomorphology and hydraulic connections in the floodplain,
 - improve stream water quality to support fish and wildlife usage through site management and runoff control,
 - increase in-stream aquatic habitat diversity and utilization by key species, e.g., brook trout,
 - reduce and control invasive species, e.g., common reed (Phragmites),
 - enhance forest and other upland habitats,
 - increase wildlife usage along riparian corridor and upland areas by a variety of birds, mammals, amphibians and reptiles.

In its preliminary work on Mud Creek, the Corps of Engineers indicated that about 1,900 linear feet of the East Branch stream, up to +/- 7 acres of freshwater wetlands, and up to +/- 10 acres of upland habitat on the former duck farm property would be the targets for restoration activities. The Contractor should review these targets and develop a revised list based on knowledge of the site, etc. The restoration objectives and targets prepared by the Contractor will be reviewed by the County, and comments on same will be provided to the Contractor. These comments will incorporate consideration of preliminary site management objectives, as follows:

- The site is secure from encroachment, and unauthorized access, uncontrolled use, illegal activities, i.e., dumping, are prevented.
- Controlled access to the site provides people with opportunity for passive recreation and enjoyment of natural stream, riparian, grassland and woodland habitats (nature study and appreciation; historical interpretation duck farm legacy).
- A master plan is in place guiding future maintenance and use of the site.
- Public awareness of south shore, tributary stream watershed protection is enhanced.

The Contractor will revise its objectives and targets accordingly.

Deliverable: Technical report documenting restoration objectives and targets.

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f. Task 6 – Develop alternative concept plans.

It is envisioned that there will be several different habitat restoration/site management options that are applicable to the Focus Study Area, including but not limited to those previously outlined under Task 5. The Contractor will use its environmental science, land planning and site engineering expertise, input from Suffolk County, and the results of Task 1 through 5 to develop conceptual habitat restoration and site management plans for the former Gallo Duck Farm site and nearby areas. These conceptual plans should also be specific with respect to the East Branch stream corridor.

The conceptual plans should include maps to show the locations of proposed options, appropriate text containing details of same; schematic drawings, as applicable to any proposed site grade alterations; first order estimates of construction costs; and scheduling over short- and long-term timeframes.

Deliverable: Report that contains technical descriptions of alternative concept plans.

g. Task 7 – Collect required field data.

To support the development of alternative concept plans (Task 6); selection of the preferred final concept plan (Task 8); and the preparation of the final design plan for restoration (Task 9), the Contractor will assess the need to obtain different types of on-site data and information, and then design and conduct the necessary field studies and investigations to collect the needed data and information.

Consideration should be given to the need for field data that could include, but not be limited to the following:

- topographic surveys suitable for construction design.
- structure and debris inventory by type and location, including dams, piping, fencing, etc.
- hydrologic studies, e.g., groundwater elevation monitoring in wetland/floodplain area.
- hydraulic studies, i.e., stream gage, cross sections and borings to determine channel geomorphology, water velocity and depth, and substrate type (West Branch as reference, East Branch, existing).
- rapid stream assessment and water quality, i.e., sample East and West Branch for aquatic invertebrates, fish and water quality parameters on a seasonal basis. Sample ponded areas to determine aquatic invertebrate/amphibian usage.
- soil and sediment analysis, e.g., grain size; contaminants, if any, remaining.
- vegetation analysis and mapping (plant species and percent cover).
- habitat analysis and mapping, including wetland delineation for regulatory permit purposes.
- wildlife observation, e.g., bird count surveys.

The Contractor will prepare a recommended field data collection program that will provide the crucial data/information required to successfully complete all study tasks as outlined in this RFP. The County will review the recommended program and provide comments on same. After appropriate revision of the program by the Contractor and approval of same by the County, the Contractor will implement the field data collection program.

Deliverable: Field data collection report and technical reports containing maps, data, interpretations and analyses for documenting the results of field studies conducted.

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h. Task 8 – Develop preferred final concept plan.

The alternative concept restoration plans prepared under Task 6 will be reviewed by the County. After consideration of commentary from the Suffolk County Council on Environmental Quality under Task 11, the County will identify the preferred concept plan. The Contractor will then prepare the final description of the conceptual design for the preferred restoration plan.

Deliverable: Preferred concept restoration plan for Mud Creek County Park.

i. Task 9 – Prepare final environmental restoration design plan and specifications, including construction cost estimates.

In this task, the Contractor will analyze the preferred concept restoration plan selected under Task 8, and perform those additional detailed, engineering studies necessary to prepare a final plan for the environmental restoration of Mud Creek County Park. The final plan will include all maps, schematics, drawings, specifications, and construction cost estimates. In essence, the final plan will constitute a complete project that is "shovel ready" for construction.

Deliverable: Final environmental restoration and construction plan for Mud Creek County Park.

j. Task 10 – Prepare pre- and post-project monitoring programs.

Using historical studies on the Mud Creek Watershed, and the results of Tasks 7, 8, and 9, the Contractor will prepare a pre- and post-project environmental monitoring program. The locations and parameters to be monitored, the frequency and duration of sample collection and/or observation, and methodologies to be employed should be described by the Contractor.

The program should be designed to meet the monitoring requirements requested by permitting agencies, and provide the ability of the County to assess the extent to which restoration targets/objectives are met as a result of plan implementation.

Deliverable: Technical report describing the protocols for pre- and post-project environmental monitoring.

k. Task 11 – Fulfill County SEQR requirements.

In the early stages of project initiation, the Contractor shall attend a meeting of the Suffolk County Council on Environmental Quality (CEQ) to present the project concept, anticipated goals and restoration options, and to establish a working relationship with the Council in an effort to fulfill the requirements of the State Environmental Quality Review Act (SEQRA). During the early stages of work on Task 8, and prior to the final selection of the preferred concept plan for restoration, the County will initiate the SEQRA process. Doing so at this time will give the CEQ the opportunity to review restoration actions and make any recommendations that they feel are necessary to mitigate any potential adverse impacts on the environment prior to the concept plan's finalization. As part of this effort, the Contractor shall be responsible for the preparation of all necessary SEQRA documents, including but not limited to: the Suffolk County Long Environmental Assessment Form (EAF) and associated maps, site plans, etc.; coordinated review letter and a Notice of Determination of (Non) Significance. The Contractor will be expected to attend meetings of the CEQ and the Environment, Planning and Agriculture

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Committee of the Suffolk County Legislature, as necessary, to present project material. The preparation of a Draft Environmental Impact Statement is not within the scope of this contract.

Deliverable: SEQRA-related forms, letters and documentation; and attendance and presentations with County agencies at meetings of the CEQ and Suffolk County Legislature.

Task 12 – Prepare all required permit applications and obtain permits for construction I. activities.

The Contractor will conduct the work necessary for Suffolk County to comply with all regulatory program requirements. The Contractor will identify the necessary permits and authorizations from Federal, New York State, Suffolk County and other local governments that the County will need to acquire in order to proceed with the implementation of the restoration/construction activities described in the Task 14 report. In this regard, the Contractor shall provide an accounting of the anticipated monitoring activities (parameters, methodologies, frequency, duration) that will be required during pre- and post-construction phases, as conditions of permit issuance.

The Contractor shall prepare all applications for required permits and authorizations with supporting documentation for submission by the County to the regulatory agencies; meet with the County and agencies, as necessary, to supplement such applications with additional material, if needed; and assist the County to obtain final permits and authorizations for the actions envisioned to restore ecosystems in Mud Creek County Park

Deliverable: All permits and authorizations to proceed with Mud Creek County Park restoration.

Task 13 – Implement pre-project monitoring program. m.

The Contractor will conduct pre-project monitoring activities at Mud Creek County Park that are required as a condition or stipulation of regulatory permit issuance. The results of these activities shall be included in a report prepared by the Contractor that describes methodologies used for each parameter; and portrays and summaries the data and information collected.

Deliverable: Technical report that contains the results of pre-project construction monitoring activities.

Task 14 - Prepare Final Mud Creek Watershed Aquatic Ecosystem Restoration Report. n.

The Contractor shall prepare a draft park management and habitat restoration plan report, based on and including the information developed in all task deliverables. The Contractor shall give a presentation on this draft report to Suffolk County. The County will review the draft report, and provide comments on same to the Contractor in a timely manner.

Deliverable: Report containing all documentation, final plans and specifications for management and habitat restoration in Mud Creek County Park. The final report should include a separate reader-friendly summary for the general public.

Task 15 - Meetings. Ο.

The conduct of work will require the Contractor to attend meetings with the Department and County agencies to discuss progress on a regular basis during the duration of the project.

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Other governmental agencies may also be invited to participate in some of these meetings, as required. It is also anticipated that there will be a limited number of more general meetings open to a broader audience to inform the public and the County about the intent and status of the project, and to present the final park management and restoration plan. Project-related meetings will also be necessary in conjunction with conduct of Task 11.

Deliverable: PowerPoint presentations at study meetings, based on draft and final task reports/narratives, and written summaries of such meetings.

4. Draft and Final Deliverables

Each of the deliverables for the tasks described above shall first be provided to the Department in a draft format prior to issuance in final format.

For Tasks 1 through 13, the Contractor shall prepare a draft report or technical memorandum, as applicable, which will include narrative, GIS maps, graphics, matrices, photos, and tables and data as appropriate, to the Department. Fifteen hard copies of the draft report will be submitted along with one CD containing PDF files of the draft. The Department will review the draft report, and provide comments to the Contractor. The Contractor shall incorporate its response to this review into a final task report. The Contractor will submit 15 hard copies and one CD containing PDF versions of each final report for Tasks 1 through 10, and Tasks 12 and 13. For final SEQRA-related documents, as described in Task 11, the Contractor will submit 25 hard copies and one CD with PDF versions of each document. The final deliverables for Tasks 14 and 15, however, have different requirements as stated below.

The Contractor shall provide 75 color hard copies of the final report prepared under Task 14, as well as 10 CDs containing a PDF version of this final report to the Department. For Task 15, the Contractor will provide a PowerPoint file for each of the presentations given at required study meetings; as well as a file containing the summary prepared for each of the meetings.

5. Timetable

This study and all tasks should be completed in three years. The Proposer should include a timetable, beginning with month one and ending in month 36 that is tailored to its response to this RFP. The timetable should show, by month, the estimated beginning and end of each of the study tasks.

End of Text for Section IV

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Section V Fee Schedule

1. Separate Envelope

Your Original, plus all of your required extra copies of the Fee Schedule, should be submitted in one (1) <u>sealed</u> envelope and packaged only in your "Original" proposals set.

Do not include cost information in the body of your Proposal response.

Do not include Fee Schedules in sealed envelopes in any of the extra sets submitted.

Include the name of your company on <u>each</u> page of your Fee Schedule.

2. Fee Schedule is One of Several Evaluation Criteria

Based on the evaluation criteria set forth in Section I, entitled "Administrative Information," please note that the County will not necessarily choose the Proposer with the lowest rates for services.

If the Fee Schedule involves revenue in any form to the County, please also note that the County will not necessarily choose the Proposer with the highest rates for revenue to the County.

3. Additional Information

The Proposer should provide any additional information it deems necessary to explain or clarify its Fee Schedule.

4. Alternative Proposals

The Proposer may submit alternative Technical Proposals and alternative Fee Schedules, if there is more than one viable approach to performing the services.

Proposers must supply Fee Schedules in the format set forth below. Fee Schedules in alternative formats will be reviewed and may be accepted. However, all Proposers, at a minimum, must provide a Fee Schedule in the format set forth below. Proposers are requested to submit any additional information, charts, data and descriptions as the Proposer deems necessary for evaluation.

5. Format for Fee Schedule

Proposers shall provide a detailed list for anticipated charges it will impose for items that shall or may apply to the Services requested under this RFP. Failure to include a charge or schedules of charges may preclude the Contractor from billing the County for such non-specified items.

All schedules submitted must include the name of the Proposer and must be paginated.

The anticipated term of the Contract is: Three years

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Item	Cost Per Task (\$)
Task 1: Literature, information and data search.	
Task 2: Determine Final Focus Study Area boundary.	
Task 3: Base map(s).	
Task 4: Inventory, locate and map habitats, man-made alterations and site conditions in the Focus Study Area and Mud Creek County Park.	
Task 5: Analyze conditions and identify alternative site specific restoration objectives.	
Task 6: Develop alternative concept plans.	
Task 7: Collect required field data.	
Task 8: Develop preferred final concept plan.	
Task 9: Prepare final environmental restoration design plan and specifications, including construction cost estimates.	
Task 10: Prepare pre- and post-project monitoring programs.	
Task 11: Fulfill County SEQR requirements.	
Task 12: Prepare all required permit applications and obtain permits for constructions activities.	
Task 13: Implement pre-project monitoring program.	
Task 14 Prepare Final Mud Creek Watershed Aquatic Ecosystem Restoration Report.	
Task 15: Meetings.	
Other Costs (please list)	
TOTAL STUDY COST	

End of Text for Section V

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Section VI Model Agreement Subject to Negotiation

Consultant/Personal Services Contract

This Contract ("the Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Department ("the Department"), located at 100 Veterans Memorial Highway, Hauppauge, New York 11788; and

1.

Insert Name of Contractor ("the Contractor"), having an address at Insert Address.

Term of the Contract:

Total Cost of the Contract: Shall not exceed \$x,000.00, as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed the Contract as of the latest date written below.

Name of Contractor	COUNTY OF SUFFOLK
By:	By:
Name Title	Name:
Fed. Tax ID # Date	Title: Deputy County Executive
Approved as to Legality: Christine Malafi, County Attorney	Date: Approved:
By:	Department
Name Assistant County Attorney Date	By: Name Title Date

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List of Articles & Exhibits

Article I

Description of Services

Financial Terms and Conditions

- 1. Conflicting Provisions
- 2. General Payment Terms
- 3. Agreement Subject to Appropriation of Funds
- 4. Comptroller's Rules and Regulations for Consultant's Agreements
- 5. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

- 1. Elements of Interpretation
- 2. Meanings of Terms
- 3. Contractor Responsibilities
- 4. Qualifications, Licenses, and Professional Standards
- 5. Notifications
- 6. Documentation of Professional Standards
- 7. Credentialing
- 8. Engineering Certificate
- 9. Termination
- 10.Indemnification and Defense
- 11.Insurance
- 12.Independent Contractor
- 13. Severability
- 14. Merger; No Oral Changes
- 15.Set-Off Rights
- 16.Non-Discrimination in Services
- 17. Nonsectarian Declaration
- 18. Governing Law
- 19.No Waiver
- 20.Conflicts of Interest
- 21. Cooperation on Claims
- 22.Confidentiality
- 23. Assignment and Subcontracting
- 24. Changes to Contractor
- 25.No Intended Third Party Beneficiaries
- 26. Certification as to Relationships
- 27. Publications and Publicity
- 28. Copyrights and Patents
- 29. Arrears to County
- 30.Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
- 31.Notice

Exhibit 2

Suffolk County Legislative Requirements

- 1. Contractor's/Vendor's Public Disclosure Statement
- 2. Living Wage Law
- 3. Use of County Resources to Interfere with Collective Bargaining Activities

Rev. 07-26-2011 Law No. 11-PL-001 RFP # 11 11025 Issue Date: July 28, 2011 Commodity Code 926 52

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- 4. Lawful Hiring of Employees Law
- 5. Gratuities
- 6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
- 7. Child Sexual Abuse Reporting Policy
- 8. Non Responsible Bidder
- 9. Use of Funds in Prosecution of Civil Actions Prohibited
- 10. Youth Sports
- 11. Suffolk County Local Laws Website Address

Appendix
Public Disclosure
Living Wage
Union Certification
Lawful Hiring
Comptroller's Rules

Rev. 07-26-2011 Law No. 11-PL-001 Issue Date: July 28, 2011

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Article I Description of Services

Whereas, the County issued an Request for Proposals ("RFP") on , 2010; and

Whereas, the Contractor submitted a proposal in response to such RFP; and

Whereas, the County has selected the Contractor to provide the services as set forth herein;

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between any provision in this Article I and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

End of Text for Article I

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Article II Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the contractor for the Services, the contractor shall prepare and present a Suffolk County Payment Voucher ("Voucher"), which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

To the extent applicable to the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract e.g. dates of the Service, worksite locations, activities, hours worked, pay rates, program budget categories, and time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Agreement Subject to Appropriation of Funds

The Contract is subject to the amount of funds appropriated and any subsequent modifications thereof by the Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated by the Legislature for the Services.

4. Comptroller's Rules and Regulations for Consultant's Agreements

a. The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of the Contract. The County shall provide the Contractor

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with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant's Agreements" during the term of the Contract.

- **b.** The Contractor agrees to maintain its accounts in the performance of the Contract in accordance with generally accepted accounting principles, and as may otherwise be directed by the Comptroller.
- c. The Contractor agrees to retain all accounts, records and other documents relevant to the Contract for six (6) years after final payment.
- d. All payments made under the Contract are subject to audit by the Comptroller. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer.

5. Specific Payment Terms and Conditions

Insert specific terms and conditions.

End of Text for Article II

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Exhibit 1 **County Terms and Conditions**

1. **Elements of Interpretation**

As used throughout the Contract:

- Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.
- Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

Meanings of Terms 2.

As used in the Contract:

- "Comptroller" means the Comptroller of the County of Suffolk.
- "Contract" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.
- "Contractor" means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.
- "County" means the County of Suffolk, its departments, agents, servants, officials, and employees.
- "County Attorney" means the County Attorney of the County of Suffolk.
- "Department" means the signatory department approving the Contract.
- "Engineering Services" means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

"Event of Default" means

- The Contractor's failure to maintain the amount and types of insurance required by the Contract; or
- The Contractor's failure to comply with any b. Federal, State or local law, rule, or regulation, and County policies or directives; or
- The Contractor's bankruptcy or insolvency; or c.
- d. The Contractor's failure to cooperate in an Audit; or

- The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or
- The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or
- The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor: or
- h. Any condition the County determines, in its sole discretion, that is dangerous.
- "Federal" means the United States government, its departments and agencies.
- "Fund Source" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.
- "Legislature" means the Legislature of the County of Suffolk.
- "Services" means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.
- "State" means the State of New York.
- "Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.
- "Term" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. **Contractor Responsibilities**

- It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities in the interest of the County in accordance with the provisions of the Contract.
- The Contractor shall promptly take all action as h. may be necessary to render the Services.
- The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

4. **Qualifications, Licenses, and Professional Standards**

- The Contractor represents and warrants that it a. has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.
- The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

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5. Notifications

- **a.** The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.
- **b.** In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.
- c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

- a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.
- **b.** The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

- **b.** Event of Default; Termination on Notice
 - i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.
 - **ii.)** If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.
- **c.** Duties upon Termination
 - **i.**) The Contractor shall discontinue the Services as directed in the termination notice.
 - **ii.)** The County shall pay the Contractor for the Services rendered through the date of termination.
 - **iii.**) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.
 - **iv.)** Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.
 - **v.)** Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it as set forth in the Contract.

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10. Indemnification and Defense

- a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.
- b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to the Contractor's actions in carrying out its duties under this Contract.
- c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees for the defense of any such suit.

11. Insurance

- **a.** The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:
 - i.) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.
 - ii.) Automobile Liability insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- Workers' Compensation and iii.) Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- iv.) Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.
- **b.** The County may mandate an increase in the liability limits set forth above in the immediate preceding paragraphs.
- **c.** All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- **e.** All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.
- f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

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12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

- **a.** The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:
 - **i.**) deny any individual the Services provided pursuant to the Contract; or
 - **ii.)** provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
 - **iii.)** subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

- iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract: or
- v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.
- b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
- i.) the Services to be provided, or
- ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
- **iii.**) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

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20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

- a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be a material default by the Contractor.
- b. Such Assignment shall be subject to all of the provisions of the Contract, assumption of all of the provisions of the Contract by the Contractor's assignee, and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

- **a.** The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:
 - i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and
 - **ii.**) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),
 - 1. the dissolution, merger, consolidation or other reorganization of the Contractor.
 - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise), or
 - 3. the sale, mortgage, hypothecation or pledge of the unencumbered assets of the Contractor. If the Contractor is a not for profit corporation, a change of twenty percent (20%) or more of its members shall be deemed a permitted Transfer.
- b. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:
 - i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
 - **ii.**) a summary of the material terms of the proposed Permitted Transfer,
 - **iii.**) the name and address of the proposed transferee,
 - iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

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- **v.)** all forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and
- **vi.**) such other information as the County may reasonably require.
- The County agrees that any request for its c. consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 31 of Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.
- **d.** Notwithstanding the County's consent,
 - i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and
 - **ii.)** such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor, and the County.

27. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the Suffolk County Executive's Office."

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

28. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

Rev. 07-26-2011 Law No. 11-PL-001 RFP # 11 11025 Issue Date: July 28, 2011 Commodity Code 926 52 RFP for Mud Creek Watershed Aquatic Ecosystem Restoration Feasibility Study

31. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

End of Text for Exhibit 1

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Exhibit 2 Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 of the Suffolk County Code, including the following prohibitions:

- **a.** The Contractor shall not use County funds to assist, promote, or deter union organizing.
- **b.** No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- **c.** The Contractor shall not use County funds to assist, promote, or deter union organizing.
- **d.** No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 466, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred

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percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –

Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees."

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense

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covered under the provision of section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section 590-3 of Article III of Chapter 590 of the Suffolk County

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter), all contract agencies that

conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at http://www.co.suffolk.ny.us.

End of Text for Exhibit 2

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Appendix

Public Disclosure

Living Wage

Union Certification

Lawful Hiring

Comptroller's Rules